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NEW DELHI, SATURDAY, OCTOBER 18, 1969 (ASVINA 26, 1891)

इस भाग में भिन्न बृष्ट संख्या दी जाती है जिससे कि यह प्रसंग संकलन के रूप में रखा जा सके
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

(भाग IV)

PART IV

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं

(Advertisements and Notices by Private Individuals and Private Bodies)

श्रीमान् अक्षर न्यायाधीश, मुंगेर

धनबाद सं० 72 सन् 1969 ई०

राम गोपाल अग्रवाल पिता का नाम श्री कासी राम बजाज
जिवित जात अग्रवाला मौजा सहर बाजार जमालपुर थाना, जमालपुर
जिला मुंगेर.....बादी

विरुद्ध

सीता राम भगत इत्यादि..... प्रतिवादी

सूचना विरुद्ध :—(1) सीता राम भगत स्वर्गीय पिता
अजगंभी भगत साकिन भगदेवा थाना बो पोस्ट बख्तीयारपुर जिला
मुंगेर हाल थाना सहरसा प्रतिवादी गण संख्या (1) बो नं० (2)
एम० एस० अपर इण्डिया कन्ट्रक्शन कम्पनी पूर्णिया महल्ला
मधुवनी थाना खजांची हाट जिला पूर्णिया प्रतिवादी सं० (2) बो
(3) श्री पोखर सिंह हाथी पिता का नाम श्री चंचल सिंह हाथी
महल्ला गुहम सोड रोड वर्दमान हाल साकिन पूर्णिया सहर थाना
खजांची हाट जिला पूर्णिया (4) श्री राममूर्ति तिवारी पिता का नाम
बृजभूषण तिवारी महल्ला मधियारी थाना करचना जिला इलाहाबाद
यू० पी० हाल साकिन महल्ला मधुवनी पूर्णिया थाना खजांची हाट
जिला पूर्णिया। (5) राजेन्द्र सिंह बो (5) (क) महेन्द्र सिंह (छ)
290GI/69

(195)

(ख) जगतधर सिंह स्वर्गीय पिता उधम सिंह (5) (ग) मो०
कुलदीप कौर स्व० पति उधम सिंह (5) (घ) सुमिता देवी (5)
(ङ) गूडी देवी (5) (च) विमला देवी स्वर्गीय पुत्रो उधम सिंह
सा० संधवा थाना बंगा जिला जालंधर पंजाब हाल महल्ला मधुवनी
पूर्णिया सहर थाना खजांची हाट जिला पूर्णिया। (6) श्री सिध मूरती
तिवारी पिता बृजभूषण तिवारी सा० भीतरीया थाना करचना
जिला इलाहाबाद यू० पी० हाल फलका थाना कोरहा जिला
पूर्णिया (7) श्री महावीर प्र० सुकुल तिया दुलन प्र० मुकान मौजा
वरियारपुर थाना हंडिया जिला इलाहाबाद यू० पी०।

चूं बादी ने 34305 रुपया का मोकदमा आपके विरुद्ध लाया
है, जिसकी तिथि 21-11-1969 ईस्वी निश्चित है। बजरिये
सूचना से सूचित किया जाता है कि निश्चित तिथि को स्वयं या
किसी अधिवक्ता द्वारा उपस्थित होकर अपना प्रार्थना पत्र दाखिल
करें, नहीं तो अनुपस्थिति में आपके उपरोक्त धनबाद संख्या की
सुनवाई होगी।

मेरे हस्ताक्षर को इस न्यायालय के मोहर से आज दिनांक को
सूचना दी जाती है।

सुकुमार सिंह, अक्षर न्यायाधीश

26-9-1969

**NOTIFICATION BY THE KANPUR OILS & OILSEEDS
EXCHANGE LIMITED, KANPUR**

The approval of the Secretary, Forward Markets Commission, under sub-section (1) of section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification S. O. 1162 dated the 4th May, 1960, has been obtained on the 2nd September 1969 to the following amendments made to the Bye-laws of the Kanpur Oils & Oilseeds Exchange Ltd., Kanpur, the same having been previously placed on the notice board of the Exchange, under section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

AMENDMENTS

| Sl. No. | Bye-law | Amendments |
|---------|---------|--|
| 1 | 2 | 3 |
| 1 | 14 | <p>For the existing byelaw 14 the following shall be substituted :</p> <p>‘Every broker shall submit to the Exchange all transactions entered into by him during the day in the prescribed transactions book, in triplicate, duly signed and stamped by him. The official transactions book in triplicate Form No. 7 shall be had from the office of the Exchange on payment of prescribed price.</p> |
| 2 | 15 | <p>The existing byelaw 15 shall be deleted and the following shall be substituted therefor :</p> <p>15(a) ‘After entering the transactions in the prescribed transaction book the broker shall submit the copy marked ‘For Exchange’ in the Exchange by 5.30 P.M. on the same day. The Columns Nos. 4 and 8 of this form need not be filled in while submitting the same in the Exchange. The copy marked ‘For Member’ shall be submitted to the member concerned duly completed in all respects. The third copy shall be retained by the broker for his own record.</p> <p>(b) ‘A broker not complying with the requirements of the above byelaw shall be liable to be dealt with under the disciplinary byelaws by the Secretary of the Exchange.’</p> |
| 3 | 16 | In byelaw 16 for the word “Slip” the word “form” shall be substituted. |
| 4 | 17 | <p>In byelaw 17(a) The figures and words “11.30 A.M.” shall be substituted for the figures and words “12 noon”.</p> <p>(b) For the words “Contract Slips” the word “Contracts” shall be substituted.</p> |
| 5 | 18 | In byelaw 18 the word “Contracts” shall be substituted for the words “Contract Slips”. |
| 6 | 20 | In byelaw 20 the words and figures “by 2.00 P.M. on the next working day of the date of transactions” shall be added after the words “Secretary of the Exchange” and before the words “who shall order”. |
| 7 | 21 | <p>For the existing byelaw 21 the following shall be substituted :</p> <p>‘A broker shall be entitled to a prescribed rate of brokerage on every transaction made by him. The amount of brokerage due to a broker shall be ascertained from the transaction Statements received by the Exchange from the broker after tallying these with the transactions reported by the members concerned in their Daily Reports. For calculating brokerage the one half of the total of the transactions on the sales and purchases sides passed in the statement of a broker shall constitute his number of transactions for the purpose.’</p> |

| 1 | 2 | 3 |
|----|--------|---|
| 8 | 23 | In byelaw 23 the words "Contract Slips" shall be substituted by the words "Transactions Forms". |
| 9 | 24 | In byelaw 24 the figure "5" shall be substituted for the figure "6". |
| 10 | 25 | For the existing byelaw 25 the following shall be substituted : "The broker shall be responsible for all the mistakes in the transactions done through him till the time of the registration thereof by the Exchange." |
| 11 | 28(xi) | In byelaw 28 sub-clause(xi) the figure and words "14 and 15" shall be added after the figure "13". |
| 12 | 30 | In byelaw 30 for the words and figures "byelaw 24" the words and figures "Byelaws 20 and 24" shall be substituted. |
| 13 | 45(a) | In byelaw 45 the existing sub-clause (a) shall be deleted and the following shall be substituted therefor : (a) "Trading in the Hedge Contract on trading days shall take place between the hours of 11 A.M. and 4 P.M. on week days and between 11 A.M. and 3 P.M. on Saturdays and half holidays." |
| 14 | 80 | The existing byelaw 80 shall be deleted and the following shall be substituted therefor : (a) "All hedge contracts between members shall be through brokers. These contracts shall be prepared in duplicate in the official forms given in the Appendix unless otherwise provided for in the byelaws hereunder. These contracts must be signed by the member or his authorised representative and the stamp of the members' name shall be affixed at the end. The transactions therein shall be confirmed by the corresponding member under his signature and stamp. This will constitute a legal contract between the signatory parties under the byelaws of the Exchange. Provided that the above provision shall not apply to PATAN transactions as defined in byelaw 87 hereafter. (b) The original contract shall be submitted to the Exchange by the member concerned while retaining the copy for his own record." |
| 15 | 87(a) | For the existing byelaw 87 clause (a) sub-clause (i) the following shall be substituted : (i) For contracts other than Patan Contracts Brokerage Rs. 1.00 per unit Commission Rs. 0.20 per unit Charity (Dharmada) Rs. 0.02 per unit Exchange Building Fund Rs. 0.03 per unit <div style="text-align: right;">TOTAL Rs. 1.25 per unit</div> |
| 16 | 105(a) | For the existing clause (a) of byelaw 105 the following shall be substituted :— "105(a) (i) Every member shall have to submit to the Clearing Section his Daily Report in the prescribed Form No. 9A for all the hedge contracts entered into by him during trading hours on any day before 12 noon on the next working day. (a) (ii) A penalty of Rs. 21 shall be imposed for late submission of Daily Reports by the members up to 2.00 P.M. and after that in addition to the said penalty the Secretary shall suspend the member concerned till the time of receipt of his Daily Report in the Exchange. The Secretary shall immediately post the notice of suspension on the Notice Board of the Exchange." |

(a) (iii) No Daily Report shall be accepted by the Exchange after 5 00 P.M., provided that in case of unforeseen circumstances and on the request of the member the President of the Exchange if fully convinced of the helplessness of the member, may exempt him from the provisions of the above byelaw and thereon the Daily Report of such member shall be accepted.

17 106 For the existing byelaw 106 the following shall be substituted :—

'Daily Report must be signed by the member or his authorised representative and the stamp of the member's name shall be affixed at the end. Excepting the Daily Reports relating to PATAN transactions, as defined in byelaw 87, such Daily Reports shall be accompanied by Contracts for all the transactions shown in the Daily Report'.

18 107 For the existing byelaw 107 the following shall be substituted :—

'The Daily Report shall be in conformity with the contracts accompanying it. In the Daily Report the member shall give the balance of his previous outstanding position and the total value of these outstanding transactions. He shall also give the outstanding transactions of the day and the total value thereof and draw the balance showing the outstanding transactions at the end of the day and the total value thereof.

19 109(a) In clause (a) of byelaw 109 the following shall be added at the end before the close of the sentence :—

'and at such rates only as are within the range of the rates fixed for the day under byelaws 101, 102 and 103.

20 114 In byelaw 114 after the words "The Daily Report" wherever occurring the words "and the contracts accompanying it" shall be added.

21 131 The existing byelaw 131 shall be deleted and in place thereof the following shall be substituted :—

'25% of the price of the goods deposited with the Exchange shall be paid by the Exchange to the seller if no demand for refraction, arbitration or survey is received in the Exchange. In cases of such disputes 15%, viz., 3/5 of the deposit, shall be paid by the Exchange to the seller after the goods are delivered by the seller to the buyer and the balance money, viz., 10% or 2/5 of the deposit, shall be paid to the seller after all the formalities regarding refraction, survey and arbitration etc., are completed and with the necessary adjustments in accordance to the award.'

22 132 The existing byelaw 132 shall be deleted.

23 159 In byelaw 159 for the words and figures "Rs. 10/- and Rs. 20/-" the words and figures "Rs 15/- and Rs. 30/-" respectively shall be substituted.

24 Forms (1) For the existing Form No. 7 the following Form shall be substituted :—

Form No. 7

THE KANPUR OILS & OILSEEDS EXCHANGE LTD.,
KANPUR

Broker's statement of transactions entered into on behalf of the member.

(Under Byelaws 14, 15)

*For Exchange. Sl. No.....
Broker's Name..... Licence No.....
Member's Name..... Date of transaction.....
Commodity..... Delivery.....

BOUGHT

| Unit | Rate | Name of brokers from whom purchased | Name of Member on whose behalf the broker in column 3 sold |
|------|------|-------------------------------------|--|
| 1 | 2 | 3 | 4 |

SOLD

| Unit | Rate | Name of Brokers to whom sold | Name of Member on whose behalf the broker in column 7 purchased |
|------|------|------------------------------|---|
| 5 | 6 | 7 | 8 |

*This statement should be submitted to the Exchange by 5.30 P.M. (columns 4 and 8 need not be filled in at that time).

Signature and stamp of the broker.....

(2) The following form shall be substituted for the existing Form No. 9 :—

Form No. 9

THE KANPUR OILS & OILSEEDS EXCHANGE LTD.,
KANPUR

(Byelaw 80)

Sl. No.....

CONTRACT

Name of Member..... Date of transaction.....
Commodity..... Delivery.....

We, this day, have entered into the following hedge contracts under the byelaws, rules and regulations of the Exchange and we hereby agree to abide by all the byelaws, rules and regulations which may be in force from time to time.

PURCHASED

| No. of Units | Rate Rs. Ps. | Amount Rs. Ps. | Name of Broker |
|--------------|--------------|----------------|----------------|
| TOTAL | | | |

Name of the corresponding member with whom the transactions have been made.....

SOLD

| No. of Units | Rate Rs. Ps. | Amount Rs. Ps. | Name of Broker |
|--------------|--------------|----------------|----------------|
| TOTAL | | | |

NOTE.—(1) The transactions incorporated in this contract shall have to be confirmed by the corresponding member under his signatures and stamp as this constitutes a legal contract between the signatory parties under the

byelaws of the Exchange (2) This contract shall be submitted to the office of the Exchange before 12 00 noon on the next working day of the day on which the transactions are made (3) All particulars in the contract shall be filled in a neat and legible way (4) The member shall be responsible for all erasures and overwritings in the contract

Signature of
Position Clerk

Signature and Stamp
of Member

Signature Tally
Clerk

(3) After the Form No 9 the following Form No 9A shall be added —

THE KANPUR OILS & OILSEEDS EXCHANGE LTD,
KANPUR

(Byelaws 105, 106 and 107)

Form No 9A

Daily Report of the Member

Name of the Member

Date of Transactions

Commodity

Delivery

| Contract No | BOUGHT | | | SOLD | | |
|-------------------------------|-------------|-----------|----|------------|-----------|----|
| | No of Unit | Amount Rs | Ps | No of Unit | Amount Rs | Ps |
| TOTAL | | | | | | |
| Details | BOUGHT | | | SOLD | | |
| | No. of Unit | Amount Rs | Ps | No of Unit | Amount Rs | Ps |
| Previous outstanding Position | | | | | | |
| Today's transactions | | | | | | |
| Balance outstanding Contracts | | | | | | |
| Margin | | | | | | |
| Cover | | | | | | |
| Total | | | | | | |

NOTE—(1) This Daily Report shall be submitted to the Office of the Exchange before 12 00 noon on the next working day of the day on which the transactions are made (2) All particulars in the Daily Report shall be filled in a neat and legible way (3) The Member shall be responsible for all erasures and overwritings in the Report

Signature Position

Signature and stamp

Clerk

of Member

Signature Tally

Clerk

25 285 After the existing byelaw 285 the following new byelaw 285A shall be added —

285A (i) The amendments made to byelaws 14, 15, 18, 20, 21, 23, 24, 25, 28(xi), 30, 45(a), 80, 87(a)(i), 105(a), 106, 107, 109(a), 114, 131, 132, 159,

Forms and the byelaw 285 on 2-9-1969 (date of approval by the Forward Markets Commission) shall be applicable to May 1970 and subsequent deliveries of Linseed Hedge Contract

(ii) Byelaws 14, 15, 16, 17, 18, 20, 21, 23, 24, 25, 28(xi), 30, 45(a), 80, 87(a)(i), 105(a), 106, 107, 109(a), 114, 131, 132, 159 Forms and the byelaws 285 as they existed prior to 2-9-1969 (date of approval by the Forward Markets Commission) shall be applicable to September 1969) Delivery of Linseed Hedge Contract

B N MA

Secretary,

The Kanpur Oils & Oilseeds
Exchange Ltd

Kanpur,

Dated, 11th September 1969

NOTE—The Commission accorded approval to above amendments vide letter No 2/1/66-Kan dated the 2nd September, 1969).

NOTIFICATION BY THE KANPUR OILS & OILSEEDS EXCHANGE LTD, KANPUR

The approval of the Secretary, forward Markets Commission, under sub-section (i) of section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification S.O. 1162 dated the 4th May 1960, has been obtained on the 3rd September, 1969 to the following amendments made to the Bye-laws of the Kanpur Oils & Oilseeds Exchange Limited, Kanpur, the same having been previously placed on the notice board of the Exchange, under section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

AMMENDMENTS

I After byelaw 1(8) the following new byelaw 1(8A) shall be added :

“(8A) TENDER DAYS” means the days of each delivery month prescribed under these byelaws on which the goods can be tendered in fulfilment of the hedge contracts ”

II For the existing byelaw 1(9) the following shall be substituted

“(9) “DUE DATE” means the date as laid down in byelaws 96D and 277(1) in respect of each delivery of the hedge contract ”

III The existing byelaw 96C shall be deleted and the following shall be substituted therefor :

“96C The delivery period shall be from the first to the last day of the delivery month as provided in the byelaws relating to Tenders and Delivery Orders.”

IV In sub-clause (b) of the byelaw 99 the words “or Demand Notice” shall be deleted

V. The entire Chapter XI-A regarding special byelaws relating to Lahu Hedge Contracts August 1964 and November 1964 Deliveries comprising of byelaws 100A and 100B shall be deleted.

VI The existing byelaw 118 shall be deleted and following provision shall be substituted therefor

“118 During the delivery period the margin money deposited by the buyer and the seller shall be retained by the Exchange till the final settlement of the deliver of the goods in respect of each of such contract against which Delivery Order is issued Provided that if special margin is in force at that time the amount of the special

margin money on transactions under delivery shall be released for utilisation by the buyer in payment of the 25% of the price of the goods under byelaw 129 but only after retaining the amount of the ordinary margin on these transactions as provided under byelaw 108. The surplus, if any, still left with the Exchange will be refunded to the buyer concerned."

VII. (i) For the existing caption of Chapter XIV the following shall be substituted:

"XIV. TENDERS AND DELIVERY ORDERS."

(ii) The existing byelaws 121 to 129 shall be deleted and in place thereof the following new bye-laws 121 to 129 shall be substituted:

"121 (a) For the fulfilment of hedge contracts under these byelaws goods shall be tendered by Delivery Order only in the form prescribed therefor.

(b) In case the seller fails to tender goods against his outstanding transactions registered with the Exchange he shall be liable to pay a penalty of Rs. 2 per 100 Kg. for payment to the buyers."

"122. The seller shall give delivery of the goods at such centres as have been prescribed under byelaws 97 and 283 from a godown or place having roof over it."

"123. The Delivery Orders shall be passed on through the Clearing Section of the Exchange among the members holding long open position. The members themselves or their authorised representatives shall be entitled to give or take delivery of goods covered by such Delivery Orders."

"124 (i) Delivery Orders shall be in such forms as may be prescribed from time to time by the Board and supplied by the Exchange at a reasonable price prescribed by the Board.

(ii) The Delivery Orders shall be in triplicate and shall be filled in by the seller according to the instructions contained therein.

(iii) The Delivery Orders shall be issued in lots of 4000 Kg. each for Lahi and 5000 Kg. each for Linseed."

"125. The first, eighth, fifteenth, twenty-second and the last working day of each delivery month shall be known as "TENDER DAYS". In case any such date falls on a holiday fixed by the Board the immediate preceding working day of that date shall be the "TENDER DAY". Tender Days and/or times may, however, be varied or cancelled from time to time by the Board or by the Chairman, if the Board shall have delegated this power to him. In case of any alterations in Tender Days and/or times thereof members shall be notified by posting a Notice on the Notice Board to this effect."

"126. A member desiring to tender goods against a hedge contract shall submit Delivery Order into the the Clearing House not later than 3.00 P.M. on any Tender Day."

"127. The Delivery Orders shall be issued at the last Clearing rate, i.e., the rate at which cover money was last collected on the immediate preceding working day of the Tender Day in respect of the Hedge Contract of that Delivery."

"128 (i) The Exchange's Clearing Section shall fill in the name of the buyer in the Delivery Order and send the same to him before the end of the day next to the following working day of the Tender Day excluding the holidays.

(ii) The Exchange shall notify by posting a Notice on the Notice Board of the Exchange before commencement of trading on the immediate next working day of the Tender Day, the particulars of the Delivery Orders received and the corresponding buyers to whom these are to be passed on for effecting delivery. No member would be entitled to liquidate his position in respect of the transaction under delivery.

(iii) A member shall have no right, whatsoever, to raise any objection against a Tender passed on to him either on the day of the DUE DATE or after the DUE DATE for the reason that the month of delivery of the contract has expired. Provided that the said tender has been received in the Exchange within the prescribed time on or before the DUE DATE.

(iv) No member shall change his position of sales and purchases on these Tender Days because the Delivery Orders on these Tender Days will be received in the Exchange and distributed amongst the buyers on the basis of their position registered with the Exchange on these dates."

"129. In case the buyer is served with the Delivery Order issued by the seller, the buyer shall deposit with the bankers of the Exchange in the account of the Exchange the amount equal to 25% of the price of the goods at the rate mentioned in the Delivery Order on the day following the day of the service of the Delivery Order and submit the counterfoil of the pay-in-slip to the Exchange."

VIII. The existing byelaw 133 shall be deleted and the following shall be substituted therefor:

"133. If after the issue of the Delivery Order by a seller the market turns against him the seller shall be liable to pay into the Exchange cover money as prescribed under byelaw 111 till the goods are actually delivered or the matter is settled between the parties but no outward payment of this amount will be made to the buyers. This amount will be paid off after the matter is settled off between the parties concerned."

IX. The existing byelaw 135 shall be deleted and the following shall be substituted therefor:

"135. In case the buyer has been served with the Delivery Order issued by the seller and he fails to deposit with the Exchange the amount as per byelaw 129 he shall be deemed to have failed to take delivery within the prescribed time and the provision of the byelaw 140 shall become applicable."

X. In the last sentence of the byelaw 138 the word 'buyer' shall be substituted by the word 'seller'.

XI. The existing byelaws 139, 139A and 139B shall be deleted and the following new byelaw 139 shall be substituted therefor:

"139. Notwithstanding any thing to the contrary contained in these byelaws, if the difference between the maximum rate, if any, fixed for a delivery of the hedge contract under byelaw 232 and the DUE DATE RATE fixed for that delivery is less than the penalty payable under byelaw 138 to the buyer by the seller who has failed to deliver the goods (either wholly or partly) the said penalty shall be reduced to an amount equal to the said difference; and if the DUE DATE RATE fixed is the same as the maximum rate, no penalty shall be payable under byelaw 138 to the buyer by the seller."

XII. The existing byelaw 144 shall be deleted and the following new byelaw shall be substituted therefor:

"144. The byelaws regarding Tenders and Delivery Orders shall also apply to the Delivery Orders issued for delivery at the outstation centres prescribed under byelaws 97 and 283."

XIII. In byelaw 145 the words 'or Demand Notice as the case may be' shall be deleted.

XIV. The existing byelaw 154B shall be deleted and the following shall be substituted therefor:

"154 B. At the time of delivery against a hedge contract the seller shall pay in addition all kinds of local, state and central cess and/or duties and/or taxes, if any, applicable on the goods under delivery."

XV. After the byelaw 262 the following new byelaw 262A shall be added:

"262A. The Secretary of the Exchange shall act as Secretary of all the committees or sub-committees appointed by the Board from time to time for carrying out the various duties under the byelaws."

XVI. For the existing byelaw 275 the following shall be substituted:

"275. In respect of 'LINSEED HEDGE CONTRACT' there shall be four deliveries in a year, viz.,

MAY, JULY, SEPTEMBER AND NOVEMBER.

XVII. The existing byelaw 277 shall be deleted and the following new byelaw shall be substituted therefor:

"277 (i). Unless otherwise specified in the contract the DUE DATE or the last day for delivery of linseed for different delivery months shall be as follows:

| MONTHS | DUE DATE |
|-----------|----------------|
| MAY | 31st May |
| JULY | 31st July |
| SEPTEMBER | 30th September |
| NOVEMBER | 30th November |

(ii) If the Due DATE happens to fall on a holiday, the immediately preceding day shall be taken as the DUE DATE.

(iii) The delivery period shall be from the first to the last day of the delivery month as provided in the byelaws relating to tenders and delivery orders."

XVIII. The existing byelaw 280 shall be deleted and the following shall be substituted therefor:

"280(i). The basis of Linseed Hedge Contract shall be Bold Linseed.

(ii) The basis of quality of hedge contract for linseed will be bold grain linseed containing 110 grains per gramme with mutual allowances to buyer or seller as under:

- For every grain less than 110 grains per gramme allowance at 0.10 per cent of the contract price to the seller.
- For every grain more than 110 grains per gramme but not exceeding 160 grains per gramme allowance at 0.10 per cent of the contract price to the buyer.
- For every grain in excess of 160 grains per gramme but not exceeding 190 grains per gramme allowance at 0.15 per cent of the contract price to the buyer.
- If there are more than 190 grains per gramme rejection at the buyer's option."

XIX. The sub-clause (a) of byelaw 281 (i) shall be deleted and the following new sub-clause (a) shall be substituted therefor:

"(a) 4 per cent mutual."

XX. (i) In clause (a) of the byelaw 284 the words 'Khad gurantee tax paid' shall be added after the words 'basis of the' and before the words 'spot rate.'

(ii) In clause (c) of the byelaw 284 the words 'or demand notice' shall be deleted.

XXI. The existing Part B of the Schedule of Outstation Delivery Centres for Linseed shall be deleted and the following shall be substituted therefor:

| States | Out-station Centres | | |
|-------------------|---------------------|-------------|-----------------|
| UTTAR PRADESH | 1. Allahabad | 2. Banda | 3. Bharwari |
| | 4. Bindki (Town) | 5. Chirgaon | 6. Jhansi |
| | 7. Kalpi | 8. Karwi | 9. Konch |
| | 10. Lalitpur | 11. Mahoba | 12. Mau-Ranipur |
| | 13. Moth | 14. Orai | 15. Ragaul. |
| MADHYA PRADESH | 1. Gwalior | 2. Morena | 3. Satna. |

XXII. The prescribed 'Form No. 11' for Demand Notice shall be deleted.

XXIII. After the proposed byelaw 285A the following new byelaw 285B shall be added:

"285 B (i) The amendments made to byelaws 1(8), 1(9), 96C, 99, 100A, 100B, 118, 121 to 129, 133, 135, 138, 139, 139A, 139B, 144, 145, 154B, 262, 275, 277, 280, 281, 284, Schedule of Outstation Delivery Centres and Form on 3-9-1969 (date of approval by the Forward Markets Commission) shall be applicable to May 1970 and subsequent deliveries of Linseed Hedge Contract.

(ii). The byelaws 1(8), 1(9), 96C, 99, 100A, 100B, 118, 121 to 129, 133, 135, 138, 139, 139A, 139B, 144, 145, 154B, 262, 275, 277, 280, 281, 284, Schedule of Outstation Delivery Centres and Form as they existed prior to 3-9-1969 (date of approval by the Forward Markets Commission) shall be applicable to September 1969 Delivery of Linseed Hedge Contract.

Kanpur
Dated—11-9-1969.

B. N. MALIK,
Secretary.
The Kanpur Oils & Oilseeds,
Exchange Ltd.,

NOTE:—The Commission accorded approval to above amendments vide letter No. 2/1/66-KAN dated the 3rd September 1969.

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER

Manager of Publications

CHANGE OF NAMES

I, hitherto known as Kum. S. K. SANAGARE daughter of Shri KRISHNAJI GANPAT SANAGARE, employed as a clerk R.M.S. in the Divisional Engineer Telegraph office (Poona) residing at 351-Somwar Peth-Poona-11, Room No. 41, have changed my name and shall hereafter be known as SAU. PREMALATA RAGHUNATHRAO KHALE.

It is certified that I have complied with other legal requirements in this connection.

S. K. SANAGARE
(Sd. in existing name)

I, hitherto known as BIR BAHADUR LOHAR son of Shri KEHAR SINGH, employed as L.D.C. in A.G. Assam & Nagaland, Shillong-1, residing at 63 Jhalupara Cantt., Dhobitola, Shillong-2, have changed my name and shall hereafter be known as BIR BAHADUR KAUSAL.

It is certified that I have complied with other legal requirements in this connection.

BIR BAHADUR LOHAR
(Sd. in existing name)

I, hitherto known as CHICHALA APPANNA son of Late DANAYYA, employed as Unskilled Labourer in Naval Armament Depot, Visakhapatnam, residing at Butchirajupalem, Visakhapatnam, have changed my name and shall hereafter be known as GUNTU JOGARAO.

It is certified that I have complied with other legal requirements in this connection.

CHICHALA APPANNA
(Sd. in existing name)

I, hitherto known as K. VENKATARAO son of Late SUBBAYYA, employed as Ammunition Repair Labourer in Naval Armament Depot, Visakhapatnam, residing at Bhanojinagar Visakhapatnam, have changed my name and shall hereafter be known as BANDI VENKATARAO.

It is certified that I have complied with other legal requirements in this connection.

K. VENKATARAO
(Sd. in existing name)

I, hitherto known as DES RAJ AMARCHAND son of Shri AMARCHAND, employed as Petty Officer in Indian Navy in INS Hamla, residing at INS Hamla, Marve, Malad, Bombay-64, have changed my name and shall hereafter be known as DES RAJ SAINI.

It is certified that I have complied with other legal requirements in this connection.

DES RAJ AMARCHAND
(Sd. in existing name)

I, hitherto known as SADHU BOTE son of Shri BANDU BOTE, employed as Driver in Collector of Central Excise, 2421, East Street, Cantonment, Poona-1, P.B.-37, have changed my name and shall hereafter be known as SADHU BANDU CHAVAN.

It is certified that I have complied with other legal requirements in this connection.

SADHU BOTE
(Sd. in existing name)

I, hitherto known as NATWAR KHANDA MUNNY son of Shri KHALLY, employed as Labourer, T. No. 44188 in Naval Store Depot, Bombay-86, residing at Room No. 8, John Chawl, Navpada, Agra Road, Kurla, Bombay-70, have changed my name and shall hereafter be known as BEENA KHALLY BEHARA.

It is certified that I have complied with other legal requirements in this connection.

NATWAR KHANDA MUNNY
(Sd. in existing name)

I, hitherto known as TURI MOHANBHAI son of Shri TURI SHANKERBHAI, employed as Teacher in Shri P. C. N. High School, Meghraj, residing at C/o P. C. N. High School, Meghraj Sabarkantha, have changed my name and shall hereafter be known as MAHENDRAKUMAR S. CHAKRAVARTY.

It is certified that I have complied with other legal requirements in this connection.

TURI MOHANBHAI
(Sd. in existing name)

I, hitherto known as DANDAPANI LAKHAN BEHARA, son of Shri ANUDH, employed as Artist Painter Ticket No. 44148 in Paint Shop, C. No. 20, Indian Naval Dockyard, Bombay-1, residing at Building No. 43, Room No. 26, I.N.D. Colony, Bhandup, Bombay-78, have changed my name and shall hereafter be known as RAM ANUDH BISWAL.

It is certified that I have complied with other legal requirements in this connection.

DANDAPANI LAKHAN BEHARA
(Sd. in existing name)

I, hitherto known as SRI KRISHNA CHANDRA DAS son of Late HEM CHANDRA DALAL, employed as Filler in Ishapur Rifle Factory, Ministry of Defence, residing at 28D, Rakhal Ghosh Lane, Calcutta-10, have changed my name and shall hereafter be known as SRI KRISHNA CHANDRA DALAL.

It is certified that I have complied with other legal requirements in this connection.

SRI KRISHNA CHANDRA DAS
(Sd. in existing name)

I, hitherto known as NATABAR S/o UPENDRA NATH, employed as Designer Paint Shop, S.E. Rly., Carriage Deptt., residing at Kharagpur, Dist. Midnapur (w/B), have changed my name and shall hereafter be known as MONMOHAN MALLA.

It is certified that I have complied with other legal requirements in this connection.

NATABAR
(Sd. in existing name)

I, hitherto known as Captain SINGH AVTAR SINGH BHAGAT SINGH son of Shri BHAGAT SINGH, employed as Regimental Medical officer in The Jammu and Kashmir Rifles Regimental Centre, Morar Cantt., Gwalior (MP), have changed my name and shall hereafter be known as Captain AVTAR SINGH.

It is certified that I have complied with other legal requirements in this connection.

Captain SINGH AVTAR SINGH BHAGAT SINGH
(Sd. in existing name)

I, hitherto known as G. YADALAH son of Shri G. NARASIMHA, employed as Telephone Operator in Telephone Exchange, Nizamabad-A.P., residing at Station Road, Nizamabad, have changed my name and shall hereafter be known as G. YADAGIRI RAO.

It is certified that I have complied with other legal requirements in this connection.

G. YADALAH
(Sd. in existing name)

I, hitherto known as Miss PREMALATA KRISHNA KATTI, daughter of Shri SHRI KRISHNA KATTI, employed as Clerk in Poona City Head Post Office, residing at 425/2, T.M.V. Colony, Opposite Post Office, Poona-9, have changed my name and shall hereafter be known as Mrs. LATA RANGNATH DESAI.

It is certified that I have complied with other legal requirements in this connection.

Miss. PREMALATA KRISHNA KATTI
(Sd. in existing name)

I, hitherto known as KOPPOLU SREERAMACHANDRUDU, B.E. (Hons.) son of Shri KOPPOLU RAMAKRISHNAIAH of Ongole, Guntur Dt., (A.P.), employed as Aeronautical Engineer in Hindustan Aeronautics Ltd., Bangalore Division, Bangalore-17, residing at 91, Okalipuram Extensions, Bangalore-21, have changed my name and shall hereafter be known as KOVURU SREERAMACHANDRA RAO, B.E. (Hons.), adopted son of Smt. & Sri KOVURU VENKATA SUBBA RAO of Nellore Town, Nellore Dist., Andhra Pradesh.

It is certified that I have complied with other legal requirements in this connection.

KOPPOLU SREERAMACHANDRUDU
(Sd. in existing name)

I, hitherto known as FOUZDAR PROSAD son of Late MULCHAND PROSAD, employed as Labourer 'B' T. No. L-679 in the Office of the Controller of Telegraph Stores, Calcutta-27 residing at 4/H/8, Commissariat Bustee Lane, P.O. Hastings, Calcutta-22, have changed my name and shall hereafter be known as JOGINDER PROSAD.

It is certified that I have complied with other legal requirements in this connection.

FOUZDAR PROSAD
(Sd. in existing name)

I, hitherto known as JITENDRA KUMAR NAMASUDRA son of Lt. JAMINI KUMAR NAMASUDRA, employed as Postal Clerk in Palasbari Post Office, residing at Pandu Rest Camp Shuttle Gate, Gauhati-12, have changed my name and shall hereafter be known as JITENDRA KUMAR ROY.

It is certified that I have complied with other legal requirements in this connection.

JITENDRA KUMAR NAMASUDRA
(Sd. in existing name)

I, hitherto known as Shri VASUDEO GANPAT SUTAR son of Late GANPAT GOVIND SUTAR, employed as Mistry 'A' Grade T. No. CW/205, CW Section in Ammunition Factory Kirkee, Poona-3, residing at H. No. 53, Sangamwadi, Kirkee, Poona-3, have changed my name and shall hereafter be known as Shri VASUDEO GANPAT GUHAGARKAR.

It is certified that I have complied with other legal requirements in this connection.

VASUDEO GANPAT SUTAR
(Sd. in existing name)

I, hitherto known as CHAMELI BACHCHU LALL daughter of Shri BACHCHU LALL, employed as Sr. Nurse, Grade II in Ordinance Fy., Muradnagar, residing at Qr. No. 7/H/3, O.F. Estate, Muradnagar, have changed my name and shall hereafter be known as Mrs. CHAMELI SAMSON.

It is certified that I have complied with other legal requirements in this connection.

CHAMELI BACHCHU LALL
(Sd. in existing name)

I, hitherto known as BRIJ BHUSHAN AZAD son of Shri Bir BALL LAMBA, employed as Leading Writer in Commodore's Office, INS Shivaji, Lonavla Dist., Poona, residing at Vijay-I, Ship's Coy. Block INS Shivaji, Lonavla, have changed my name and shall hereafter be known as BHUSHAN LAMBA.

It is certified that I have complied with other legal requirements in this connection.

BRIJ BHUSHAN AZAD
(Sd. in existing name)

I, hitherto known as SUKHA NANDAN MATHURAI KORI son of Shri MATHURAI KORI, employed as Molder T. No. 2994 at Foundry Parell workshop C. Rly., Bombay-12, have changed my name and shall hereafter be known as SUKHANANDAN NATHAI KORI.

It is certified that I have complied with other legal requirements in this connection.

L. Thumb I.
SUKHANANDAN MATHURAI KORI
(Sd. in existing name)

(NOTICE UNDER RULE 15, ORDER XXXIX
SUPREME COURT RULES), 1966

IN THE SUPREME COURT OF INDIA

(Original Jurisdiction)

Election Petition No. 1 of 1969

Shiv Kirpal Singh..... Petitioner.
Versus

V. V. Giri..... Respondent.

Election Petition No. 4 of 1969

N. Sri Rama Reddy, M.P. & 12 other Electors.....
Petitioners.

Versus

V. V. Giri..... Respondent.

And

Election Petition No. 5 of 1969

Abdul Ghani Dar, M.P. & 17 other Electors.....
Petitioners.

Versus

V. V. Giri..... Respondent.

Election Petitioners under Part III of the Presidential and
Vice-Presidential Election Act, 1952 (Act No. 31 of 1952)

NOTICE

Notice is hereby given that the above said three election petitioners praying *inter alia* that the election of the respondent Shri V. V. Giri to the Office of the President of India, be declared void, were presented on 17th, 19th and 19th September, 1969, respectively to the Supreme Court of India by the counsel of the Petitioners aforesaid, and that the said Petitions are directed to be heard before

the Court on the 3rd day of November, 1969 at 10-30 O'clock in the forenoon or so soon thereafter as may be convenient to the Court.

2. Any elector or other candidate desirous of supporting or opposing the making of an order as prayed in any of the said Petitions and intending to appear at the hearing should send to the counsel of the Petitioners notice of his intention signed him or his advocate with his name and address so as to reach the counsel of the Petitioners not later than two days before the date fixed for the hearing of the Petitions and appear at the hearing in person or through his Advocate. A copy of each of petitions will be furnished by the undersigned counsel of the petitioners to any elector or candidate on payment of the usual charges for the same.

Any affidavit to be used in support of or in opposition to the petition should be filed in the court and a copy served on the counsel of the Petitioners not less than five days before the date fixed for the hearing.

Dated this the 8th day of October, 1969.

C. V. RANE

Registrar

9-10-1969

Supreme Court of India,

New Delhi

M. S. GUPTA

Advocate for the Petitioners

No. 50 Lawyers' Chambers,

Supreme Court of India

New Delhi-1.

Phone No. 228316

OR

Care Law Practitioners & Co.,

No. 1, Jungpura Extension,

New Delhi-14.

Phone No. 77031.

NOTICE UNDER RULE 15 OF ORDER XXXIX SUPREME COURT RULES, 1966

IN THE SUPREME COURT OF INDIA

(Original Jurisdiction)

In the matter of an Election Petition under Part III of the Presidential and Vice-Presidential Election Act, 1952 (Act 31 of 1952)

Election Petition No. 6 of 1969

Hari Vishnu Kamath..... Petitioner.

Versus

Gopal Swarup Pathak..... Respondent.

NOTICE

Notice is hereby given that a Petition calling in question the election to the Office of the Vice-President of India and praying *inter-alia* that the Election of the Respondent Shri Gopal Swarup Pathak to the Office of the

Vice-President of India be declared void, was presented on the 29th day of September 1969 to the Supreme Court by the Counsel for the Petitioner as aforesaid and that the said Petition is directed to be heard before the Court on the 7th day of November, 1969 at 10-30 A.M. or so soon thereafter as may be convenient to the Court.

Any elector or other candidate desirous of supporting or opposing the making of an order as prayed in the said Petition and intending to appear at the hearing should send to the Advocate for the Petitioner notice of his intention signed by him or his Advocate with his name and address so as to reach the Advocate for the Petitioner not later than two days before the date fixed for the hearing of the Petition and appear at the hearing in person or through his Advocate. A copy of the Petition will be furnished by the undersigned Advocate for the Petitioner to any elector or candidate on payment of the usual charges for the same.

Any affidavit to be used in support of or in opposition to the Petition should be filed in the Court and a copy served on the Advocate for the Petitioner not less than five days before the date fixed for the hearing.

Dated this the 10th day of October, 1969.

C. V. RANE,

Registrar,

10-10-1969

Supreme Court of India,

New Delhi.

P. PARAMESWARA RAO

Advocate for the Petitioner

34/22, East Patel Nagar,

New Delhi-8.

Phone : 587624.

FORM NO. 151

(See Rule 316)

Companies Act, 1956

MEMBERS VOLUNTARY WINDING UP

Notice of appointment of Liquidator to Section 516

Name : Patiala Union Roadways Ltd., (in liquidation)

Nature of Business : Transport

Address of Registered office : Patiala

Name and address of the Liquidator : Shri Parkash Chand Mahajan, Official Liquidator attached to Punjab & Haryana High Court, House No. 1556, Sector 7-C, Chandigarh.

Date of appointment : 6-10-1967.

By whom appointed : High Court of Punjab & Haryana at Chandigarh after removal of Ex-Voluntary Liquidator, Shri Hardial Singh Sohi, Advocate, Sangrur.

PARKASH CHAND MAHAJAN
Official Liquidator attached to Punjab & Haryana High Court, Chandigarh.

